

**COLE SCHOTZ P.C.**

Michael D. Sirota, Esq. (NJ Bar No. 014321986)  
Warren A. Usatine, Esq. (NJ Bar No. 025881995)  
Court Plaza North, 25 Main Street  
Hackensack, New Jersey 07601  
(201) 489-3000  
msirota@coleschotz.com  
wusatine@coleschotz.com

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
Christine A. Okike, P.C. (admitted *pro hac vice*)  
601 Lexington Avenue  
New York, New York 10022  
(212) 446-4800  
jsussberg@kirkland.com  
christine.okike@kirkland.com

*Attorneys for Debtors and  
Debtors in Possession*

**HAYNES AND BOONE, LLP**

Richard S. Kanowitz, Esq. (NJ Bar No. 047911992)  
Kenric D. Kattner, Esq. (admitted *pro hac vice*)  
30 Rockefeller Plaza, 26th Floor  
New York, New York 10112  
(212) 659-7300  
richard.kanowitz@haynesboone.com  
kenric.kattner@haynesboone.com

*Attorneys for Debtors and  
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BLOCKFI INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 22-19361 (MBK)

(Jointly Administered)

**NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on August 2, 2023, the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) entered an order [Docket No. 1306] (the “Disclosure Statement Order”) (a) authorizing BlockFi Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) to solicit acceptances for the *Third Amended Joint Chapter 11 Plan of BlockFi Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1309] (as modified, amended, or supplemented from time to time, the “Plan”);<sup>2</sup> (b) conditionally approving the *Disclosure Statement Relating to the Third Amended Joint Chapter 11 Plan of BlockFi Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1310] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: BlockFi Inc. (0015); BlockFi Trading LLC (2487); BlockFi Lending LLC (5017); BlockFi Wallet LLC (3231); BlockFi Ventures LLC (9937); BlockFi International Ltd. (N/A); BlockFi Investment Products LLC (2422); BlockFi Services, Inc. (5965); and BlockFi Lending II LLC (0154). The location of the Debtors’ service address is 201 Montgomery Street, Suite 263, Jersey City, NJ 07302.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

**PLEASE TAKE FURTHER NOTICE THAT** on September 4, 2023, the Debtors filed the plan supplement (the “Plan Supplement”) [Docket No. 1443], in support of the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors hereby file this amended plan supplement (the “Amended Plan Supplement”), in support of the Plan and as contemplated by the Plan and the Disclosure Statement Order.

**PLEASE TAKE FURTHER NOTICE THAT** as contemplated by the Plan and the Disclosure Statement Order, the Amended Plan Supplement includes the following documents:

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Schedule of Assumed Executory Contracts and Unexpired Leases
B	Schedule of Retained Causes of Action
B-1	Redline of Schedule of Retained Causes of Action
G	Employee Transition Plan

**PLEASE TAKE FURTHER NOTICE THAT** the documents contained in this Amended Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Amended Plan Supplement will be approved by the Court pursuant to the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Bankruptcy Court will consider final approval of the Disclosure Statement and confirmation of the Plan will commence on **September 26, 2023 at 1:00 p.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the “Combined Hearing”) before the Honorable Chief Judge Michael B. Kaplan, Clarkson S. Fisher United States Courthouse, 402 East State Street, Second Floor, Courtroom 8, Trenton, NJ 08608.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **September 11, 2023 at 4:00 p.m. (prevailing Eastern Time)** (the “Confirmation Objection Deadline”). Any objection to the Plan must: (a) be in writing; (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the “General Order”) and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the “Supplemental Commentary”) (the General Order, the Supplemental Commentary and the User’s Manual for the Electronic Case Filing System can be found at [www.njb.uscourts.gov](http://www.njb.uscourts.gov), the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Confirmation Objection Deadline:

<b><i>Debtors</i></b>	
<b>BlockFi, Inc.</b> 201 Montgomery Street, Suite 263 Jersey City, NJ 07302	
<b><i>Counsel for the Debtors</i></b>	<b><i>Counsel for the Debtors</i></b>
<b>Kirkland &amp; Ellis LLP</b> 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg; Christine A. Okike; Francis Petrie	<b>Haynes and Boone, LLP</b> Rockefeller Plaza, 26th Floor New York, NY 10112 Attention: Richard S. Kanowitz; Jordan Chavez

<b><i>Counsel for the Committee</i></b>
<b>Brown Rudnick LLP</b> 7 Times Square New York, NY 10036 Attention: Robert J. Stark; Kenneth J. Aulet; Bennett S. Silverberg
<b><i>United States Trustee</i></b>
<b>Office of the United States Trustee</b> <b>United States Trustee, Regions 3 &amp; 9</b> One Newark Center, Suite 2100 Newark, NJ 07102 Attention: Jeffrey M. Sponder; Lauren Bielskie

**PLEASE TAKE FURTHER NOTICE THAT** certain documents, or portions thereof, contained in the Amended Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto. The Debtors reserve the right to alter, amend, modify, or supplement any document in this Amended Plan Supplement in accordance with the Plan at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; provided that if any document in this Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the Debtors will file a redline of such document with the Court.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Disclosure Statement, the Disclosure Statement Order, the Plan, the Plan Supplement, or related documents, you should contact Kroll Restructuring Administration LLC, the claims, noticing, and solicitation agent retained by the Debtors in these Chapter 11 Cases (the “Claims, Noticing, and Solicitation Agent”), by: (a) calling the Claims, Noticing, and Solicitation Agent at (888) 773-0375 (Toll Free) or (646) 440-4371 (International), (b) emailing the Claims, Noticing, and Solicitation Agent at [blockfiinfo@ra.kroll.com](mailto:blockfiinfo@ra.kroll.com) with a reference to “In re: BlockFi - Solicitation Inquiry” in the subject line, or (c) writing to the Claims, Noticing, and Solicitation Agent at BlockFi Inquiries, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, New York 11232. You may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors’ restructuring website, <https://restructuring.ra.kroll.com/blockfi>, or the Bankruptcy Court’s website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

**ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.B CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT.**

Dated: September 8, 2023

*/s/ Michael D. Sirota*

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**COLE SCHOTZ P.C.**

Michael D. Sirota, Esq. (NJ Bar No. 014321986)  
Warren A. Usatine, Esq. (NJ Bar No. 025881995)  
Court Plaza North, 25 Main Street  
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Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
Christine A. Okike, P.C. (admitted *pro hac vice*)  
601 Lexington Avenue  
New York, New York 10022  
(212) 446-4800  
jsussberg@kirkland.com  
christine.okike@kirkland.com

**HAYNES AND BOONE, LLP**

Richard S. Kanowitz, Esq. (NJ Bar No. 047911992)  
Kenric D. Kattner, Esq. (admitted *pro hac vice*)  
30 Rockefeller Plaza, 26th Floor  
New York, New York 10112  
(212) 659-7300  
richard.kanowitz@haynesboone.com  
kenric.kattner@haynesboone.com

*Attorneys for Debtors and  
Debtors in Possession*

## **EXHIBIT A**

### **Schedule of Assumed Executory Contracts and Unexpired Leases**

On the Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases of the Debtors, including any employee benefit plans, severance plans, or other Executory Contracts under which employee obligations arise, shall be deemed rejected by the Debtors or Wind-Down Debtors, as applicable, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, unless such Executory Contract and Unexpired Lease: (a) was previously assumed, assumed and assigned, or rejected by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume, assume and assign, or reject Filed on or before the Confirmation Date that is pending on the Effective Date; or (d) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Assumed Executory Contracts and Unexpired Leases, if any.

Pursuant to sections 365(a) and 1123 of the Bankruptcy Code, entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejection, assumption, or assumption and assignment, as applicable, of such Executory Contracts or Unexpired Leases as provided for in the Plan, effective as of the Effective Date unless otherwise specified. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Wind-Down Debtor according to its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment under applicable federal law. Any motions to assume any Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date (or as soon as reasonably practicable thereafter) by a Final Order. **Notwithstanding anything to the contrary in the Plan, the Debtors or the Wind-Down Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases identified in this Plan Supplement at any time through and including forty-five days after the Effective Date.**

To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

**Schedule of Assumed Executory Contracts<sup>1</sup>**

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Segment.io, Inc.	100 California Street Suite 700, San Francisco, California 94111	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Twilio	375 Beale Street Suite 300 San Francisco, CA 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Amplitude, Inc.	201 3rd Street Suite 200 San Francisco, CA 94103	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC	\$0.00
Catamorphic Co DBA LaunchDarkly	1999 Harrison St. Suite 1100 Oakland, California 94612	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
SendGrid	1801 California Street Suite 500 Denver, CO 80202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Persona	981 Mission St #95 San Francisco, California 94013	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Amazon Web Services	410 Terry Avenue North Seattle, Washington 98109-5210	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Datadog	620 8th Avenue 45th Floor New York, NY 10018-1741	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
DocRaptor	407 Fulton Street Suite 103 Indianapolis, IN 46202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

<sup>1</sup> Notwithstanding anything to the contrary in the Plan, the Debtors or the Wind-Down Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases identified in this Plan Supplement at any time through and including forty-five days after the Effective Date.

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Infura	Consensys Software Inc. (Infura) 49 Bogart Street NY 11206	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Cloudflare	101 Townsend Street San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Github	88 Colin P Kelly Jr S San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Pulumi	1525 4th Avenue Suite 800 Seattle, Washington 98101	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
BitGo	445 Sherman Avenue Suite 200 Palo Alto, CA 94304	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Adobe	345 Park Avenue San Jose, California 95110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Braze, Inc.	330 W 34th Street 18th floor New York, New York 10001	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Auth0	10800 NE 8th Suite 700 Bellevue, Washington 98004	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Okta, Inc.	100 First Street 6th Floor San Francisco, California 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Aon	8 Devonshire Square London, UK EC2M 4PL	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Aon Employ Liability Insurance	8 Devonshire Square London, UK EC2M 4PL	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Papaya Global Inc.	228 Park Avenue S., PMB 22154 New York, New York 10003-1502	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
TriNet	One Park Place Suite 600 Dublin, California 94568	All executory contracts and policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc. BlockFi Services Inc.	\$0.00
Empower	8515 E. Orchard Road Greenwod Village, Colorado 80111	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
bambooHR	335 South 560 West Lindon, Utah 84042-1911	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Pensionmark Financial Group	24 E. Cota Street Suite 200 Santa Barbara, CA 93101	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Details Management Ltd.	Melbourne House 11 Parliament Street, Suite 202 Hamilton, Bermuda HM 12	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi International Ltd.	\$0.00
Deel	650 2nd Street San Francisco, California, 94107,	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Services, Inc.	\$0.00
Carta	333 Bush Street Floor 23, Suite 2300 San Francisco, CA 94104	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Chainalysis Inc	11 E 26th Street New York, NY 10010	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$8,861.45
NordVPN	PH F&F TOWER 50th Street & 56th Street Suite #32-D, Floor 32 Panama City, Republic of Panama	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Blockdaemon	1 Grants Row Dublin, Dublin 2 D02 HX96 Ireland	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC BlockFi International Ltd.	\$0.00



Counterparty Name	Address	Description	Debtor Name	Cure Amount
Atlassian	1098 Harrison Street San Francisco, California 94103-4521	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Zoom	55 Almaden Boulevard San Jose, California 95113-1608	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Ivanti	10377 South Jordan Gateway Suite 110 South Jordan, Utah 84095	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Jamf Software	100 Washington Ave S Suite 1100 Minneapolis, Minnesota 55401	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
GoTo Technologies USA, Inc.	333 Summer Street Boston MA 02210	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
AT&T	208 S. Akard Street Dallas, TX 75202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Microsoft	One Microsoft Way Redmond, Washington 98052-6399	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Google Workspace/Cloud/Voice	Googleplex 1600 Amphitheatre Parkway Mountain View, California 94043	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Slack	500 Howard Street San Francisco, California 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Etherscan	2 Huobi Mackay, Queensland, Australia	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
NMLS	1300 I Street, NW Suite 700 East Washington, DC 20005	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
CSC	251 Little Falls Drive Wilmington, DE 19808-1674	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
National Registered Agents Inc	Wolters Kluwer NRAI 250 West Pratt Street Baltimore, MD 21201	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Capitol Corporate Services, Inc.	P.O. Box 1831 Austin, TX 78767	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Sage Intacct	300 Park Avenue Suite 1400 San Jose, California 95110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Airbase, Inc.	220 Montgomery Street San Francisco, CA 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Deloitte & Touche LLP	200 Berkley Street 10th Floor Boston, MA 02116	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Foundry Digital LLC	1100 Pittsford Victor Road Pittsford, NY 14534	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC	\$0.00
Fly Over the City	244 Fifth Ave # G-233 New York, NY 10001	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
CrowdStrike	150 Mathilda Place Sunnyvale, CA 94086	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Splunk Inc.	270 Brennan Street San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Alteryx	3345 Michelson Drive Suite 400 Irvine, CA 92612	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Mazars via Papaya Global (HK) Limited	135 Cecil Street #10-01 Singapore 069536	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Services, Inc.	\$0.00
Fireblocks, Inc.	500 7th Avenue New York, NY 10018	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Johnson Gardiner	45C5+9C6, St Mary's Street St John's, Antigua & Barbuda	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi International Ltd.	\$0.00
Walkers	190 Elgin Avenue George Town, Grand Cayman KY1-9001 Cayman Islands	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc. BlockFi International Ltd.	\$45,049.55
Morris, Nichols, Arshat and Tunnel	1201 North Market Street 16th Floor Wilmington, DE 19899-1347	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Germanolaw LLC	460 Bloomfield Avenue Suite 200 Montclair, New Jersey 07042	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$3,822.50
Covington & Burling LLP	The New York Times Building 620 Eighth Avenue New York, NY 10018-1405	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$9,205.50
Schjodt	Tordenskiolds Gate 12 P.O. Box 2444 NO-0201 Oslo	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
CohnReznick LLP	14 Sylvan Way 3rd Floor Parsippany, New Jersey 07054	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
AXIS Insurance Company – A+	1211 Avenue of the Americas 24th Floor New York, NY 10036	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Atlantic Specialty Insurance Company	605 Highway 169 North Suite 800 Plymouth, MN 55441	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Scottsdale Insurance Company	One Nationwide Plaza Columbus, OH 43215	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Westchester Surplus Lines Insurance Company	11575 Great Oaks Way Suite 200 Alpharetta, GA 32002	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Relm Insurance, Ltd.	Phase 1 Washington Mall Suite 202 20 Church Street Hamilton HM 11, Bermuda	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
ACE American Insurance Co.	15 Mountain View Road Warren, NJ 07059	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]

## **EXHIBIT B**

### **Schedule of Retained Causes of Action**

Article IV.L of the Plan provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, the Wind-Down Debtors shall succeed to all rights to commence and pursue any and all Vested Causes of Action, whether arising before or after the Petition Date, including, without limitation, any actions specifically enumerated in the Schedule of Retained Causes of Action other than Causes of Action released, waived, settled, compromised, or transferred under the Plan or pursuant to a Final Order. Such rights shall be preserved by the Debtors and Wind-Down Debtors and shall vest in the Wind-Down Debtors, with the Wind-Down Debtors' rights to commence, prosecute, or settle such Causes of Action preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action expressly released, waived, settled, compromised, or transferred by the Debtors pursuant to a Final Order, pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, or pursuant to the settlements contained in the Plan, including Article IV of the Plan, which shall be deemed released, waived, and settled by the Debtors and Wind-Down Debtors as of the Effective Date.

The Wind-Down Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the beneficiaries of the Wind-Down Debtors and in accordance with the Wind-Down Administrator Agreement and the Plan. **No Entity may rely on the absence of a specific reference in the Schedules, the Plan, the Plan Supplement, the Disclosure Statement, or the Schedule of Retained Causes of Action to any Cause of Action against it as any indication that the Debtors or the Wind-Down Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. The Wind-Down Debtors, on behalf of the Debtors and the Wind-Down Debtors, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise provided in the Plan, including Article VIII and Article IV of the Plan.** Unless any Cause of Action of the Debtors is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, the Wind-Down Debtors, on behalf of the Debtors and Wind-Down Debtors and in accordance with the Plan Administrator Agreement, expressly reserve all such Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or Consummation.

The Wind-Down Debtors, on behalf of the Debtors, reserve and shall retain such Causes of Action of the Debtors notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Cause of Action that a Debtor may hold against any Entity shall vest in the Wind-Down Debtors, except as otherwise provided in the Plan, including Article VIII and Article IV of the Plan. The Wind-Down Debtors, through their authorized agents or representatives, shall retain and

may exclusively enforce any and all such Causes of Action. The Wind-Down Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court in accordance with the Plan.

Notwithstanding and without limiting the generality of Article IV.L of the Plan, the Debtors and the Wind-Down Debtors, as applicable, expressly reserve all Causes of Action that are not expressly released or settled under the Plan (including pursuant to Article VIII and Article IV thereof), including all Causes of Action against the Entities identified in **Schedule B(i)** attached hereto.

Certain documents, or portions thereof, contained and/or referred to in this **Exhibit B** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained or referred to herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court. Each of the documents contained or referred to in the Plan Supplement or its amendments are subject to certain consent and approval rights to the extent provided in the Plan.

**Schedule B(i)**

**Retained Causes of Action**

Party	Address <sup>1</sup>	Nature
ALAMEDA RESEARCH LTD.	<p>Alameda Research, Ltd. Tortola Pier Park Building 1, 2<sup>nd</sup> Floor Wickhams Cay 1 Roadtown, Tortola VG1110 British Virgin Island</p> <p>Cc: SULLIVAN &amp; CROMWELL LLP Attn: Andrew G. Dietderich, James L. Bromley, Brian D. Glueckstein, and Alexa J. Kranzley 125 Broad Street New York, NY 10004</p>	<p>All Claims<sup>2</sup> and Causes of Action (in law or equity) including but not limited to those arising from or related to BlockFi's prepetition dealings with Alameda Research Ltd. and its affiliates as set forth in detail in Electronic Proof of Claim Nos. 3265-69-BEICU-822005607, 3265-69-YYJRH-613333911, 3265-69-LTOVO-542560921, filed by the BlockFi Debtors in the West Realm Shires Inc. chapter 11 bankruptcy case jointly administered with the other FTX Debtors.</p>
CORE SCIENTIFIC, INC.	<p>Core Scientific, Inc. 210 Barton Springs Road, Suite 300, Austin, Texas 78704</p> <p>Cc: WEIL, GOTSHAL &amp; MANGES LLP Attn: Alfredo R. Pérez and Clifford W. Carlson 700 Louisiana Street, Suite 1700 Houston, Texas 77002</p> <p>-and-</p> <p>WEIL, GOTSHAL &amp; MANGES LLP Attn: Ronit J. Berkovich 767 Fifth Avenue New York, New York 10153</p>	<p>All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to BlockFi's prepetition dealings with Core Scientific Inc. and its affiliates as set forth in detail in Electronic Proof of Claim No. 426 filed by the BlockFi Debtors in the Core Scientific, Inc. chapter 11 bankruptcy case.</p>
CORE SCIENTIFIC OPERATING COMPANY	<p>Core Scientific Operating Company 210 Barton Springs Road, Suite 300, Austin, Texas 78704</p> <p>Cc: WEIL, GOTSHAL &amp; MANGES LLP Attn: Alfredo R. Pérez and Clifford W. Carlson 700 Louisiana Street, Suite 1700 Houston, Texas 77002</p> <p>-and-</p> <p>WEIL, GOTSHAL &amp; MANGES LLP Attn: Ronit J. Berkovich 767 Fifth Avenue New York, New York 10153</p>	<p>All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to BlockFi's prepetition dealings with Core Scientific Operating Company and its affiliates as set forth in detail in Electronic Proof of Claim No. 447 filed by the BlockFi Debtors in the Core Scientific, Inc. chapter 11 bankruptcy case.</p>

<sup>1</sup> The Debtors relied upon the addresses provided in the sworn petitions for the Core Scientific, FTX, and Three Arrows Capital, Ltd. Debtors.

<sup>2</sup> Capitalized terms used but not otherwise defined shall have the meaning provided in the Third Amended Plan.



DIGISTAR NORWAY AS	Digistar Norway AS c/o Simonsen Vogt Wigg, Filipstad Brygge Attn: Christine Tan Lauten 1, 0252 Oslo Norway	All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to the BlockFi Debtors' prepetition dealings with Digistar Norway AS and its affiliates including but not limited to that certain litigation styled <i>BlockFi Lending LLC v. Digistar Norway AS, Gaon, &amp; Manganiello</i> bearing Adv. No. 23-01116 (MBK).
EMERGENT FID. TECHS. LTD. ("EMERGENT")	Emergent Fid. Techs. Ltd. Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda	All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to the BlockFi Debtors' prepetition dealings with Emergent and its affiliates including but not limited to that certain litigation styled <i>BlockFi Inc., BlockFi Lending LLC &amp; BlockFi Int'l Ltd. v. Emergent Fid. Techs. Ltd. &amp; Marex Cap. Markets (f/k/a ED&amp;F Man Cap. Markets, Inc.)</i> bearing Adv. No. 22-01382 (MBK).
[REDACTED]	[Redacted]	All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to that certain litigation styled <i>BlockFi Lending LLC v. Digistar Norway AS, [Redacted], &amp; [Redacted]</i> bearing Adv. No. 23-01116 (MBK).
FTX TRADING LTD.	FTX Trading Ltd. 10-11 Mandolin Place, Friars Hill Road St. John's AG-04 Antigua and Barbuda  Cc: SULLIVAN & CROMWELL LLP Attn: Andrew G. Dietderich, James L. Bromley, Brian D. Glueckstein, and Alexa J. Kranzley 125 Broad Street New York, NY 10004	All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to the BlockFi Debtors' prepetition dealings with FTX Trading Ltd. and its affiliates including but not limited to the claims set forth in detail in Proof of Claim Nos. 3265-69-FJEXK-896284146, 3265-69-FJXYA-542088514, and 3265-70-GIQUG-filed by the BlockFi Debtors in the FTX Trading Ltd. chapter 11 bankruptcy case jointly administered with the other FTX Debtors.
MAREX CAPITAL MARKETS, INC. (F/K/A ED&F MAN CAPITAL MARKETS)	Marex Capital Markets, Inc. 600 Mamaroneck Avenue Suite 400 Harrison, NY 10528	All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to the BlockFi Debtors prepetition dealings with Marex Capital Markets, Inc. and its

	<p>Cc: MINTZ, LEVIN, COHN, FERRIS GLOVSKY, &amp; POPEO, P.C.  Attn: Kaitlin R. Walsh, Therese M. Doherty, and Douglas P. Baumstein  919 Third Avenue  New York, New York 10022</p>	<p>affiliates including but not limited to that certain litigation styled <i>BlockFi Inc., BlockFi Lending LLC &amp; BlockFi Int'l Ltd. v. Emergent Fid. Techs. Ltd. &amp; Marex Cap. Markets (f/k/a ED&amp;F Man Cap. Markets, Inc.)</i> bearing Adv. No. 22-01382 (MBK).</p>
PRIMEBLOCK OPERATIONS LLC	<p>PrimeBlock Operations LLC,  Attn: Gavin Qu  589 Howard Street  Suite 100,  San Francisco, CA 94105</p> <p>registered agent for service of process: Corporation Service Company  251 Little Falls Drive, Wilmington, DE 19808</p>	<p>All Claims and Causes of Action (in law or equity) including but not limited to those arising or related to the BlockFi Debtors prepetition dealings with PrimeBlock Operations LLC and its affiliates including but not limited to that certain litigation styled <i>BlockFi Lending LLC v. PrimeBlock Operations LLC Limited</i> bearing Adv. No. 23-01116 (MBK).</p>
RETAINED PREFERENCE CLAIMS	N/A	<p>All Claims arising under section 547 and 550 of the Bankruptcy Code held by the Debtors against any Person (other than a Committee Settlement Party or other officer or director of the Debtors) that, in total, aggregate over \$250,000, arising out of withdrawals from BlockFi Interest Accounts or BlockFi Private Client Accounts (other than release of loan collateral upon repayment of loans) on or after November 2, 2022 held by any Debtor other than BlockFi International.</p>
[REDACTED]	[Redacted]	<p>All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to that certain litigation styled <i>BlockFi Lending LLC v. Digistar Norway AS, [Redacted], &amp; [Redacted]</i> bearing Adv. No. 23-01116 (MBK).</p>
THREE ARROWS CAPITAL, LTD.	<p>Three Arrows Capital, Ltd.  c/o Teneo  Attn: Russell Crumpler and Christopher Farmer  Banco Popular Building, 3<sup>rd</sup> Floor  VG-1110  Road Town, Tortola  British Virgin Islands</p> <p>Cc: LATHAM &amp; WATKINS LLP  Attn: Adam J. Goldberg, Brett Neve, and Nacif Taousse</p>	<p>All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to the BlockFi Debtors prepetition dealings with Three Arrows Capital Ltd. and its affiliates including but not limited to that certain (i) Amended and Restated Master Loan Agreement, dated as of April 23, 2020 (as amended by the First Amendment to Amended and Restated Master Loan Agreement, dated as of February 24, 2021, and</p>

	1271 Avenue of the Americas New York, NY 10020	that certain Letter Agreement, dated as of September 1, 2021, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) and (ii) the Pledge Agreement, dated as of April 23, 2020 (as amended by those certain Amendments to Pledge Agreement, as further amended, restated, amended and restated, supplemented, including all Pledge Supplements, or otherwise modified from time to time) between BlockFi Lending LLC as Lender and Three Arrows Capital, Ltd. as Borrower.
VRAI NOM INVESTMENT LIMITED	Vrai Nom Investment Limited RM4, 16/F Ho King Comm Ctr 2-16 Fayuen St, Mongkok, Kowloon, Hong Kong  Cc: Gosai Law Attn: Krish Level 2, 194 Varsity Parade Varsity Lakes Queensland, Australia 4227  Cc: CSG Law Attn: Sam Della Fera, Jr. 105 Eisenhower Parkway Roseland, NJ 07068	All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to that certain litigation styled <i>BlockFi Int'l Ltd. v. Vrai Nom Investment Limited</i> bearing Adv. No. 23-01175 (MBK).
WEST REALM SHIRES INC.	West Realm Shires Inc. 167 N. Green Street Chicago, IL 60607  Cc: SULLIVAN & CROMWELL LLP Attn: Andrew G. Dietderich, James L. Bromley, Brian D. Glueckstein, and Alexa J. Kranzley 125 Broad Street New York, NY 10004	All Claims and Causes of Action (in law or equity) including but not limited to those arising from or related to BlockFi's prepetition dealings with West Realm Shires Inc. and its affiliates as set forth in detail in Electronic Proof of Claim Nos. 3265-69-QCDVO-922139597, 3265-69-SSGAC-994708543, and 3265-69-LJRG-030432330 filed by the BlockFi Debtors in the West Realm Shires Inc. chapter 11 bankruptcy case jointly administered with the other FTX Debtors.
[REDACTED]	[Redacted]	All Claims and Causes of Action (in law or equity) against [redacted] including but not limited to those arising from or related to BlockFi's prepetition dealings with [redacted] as set forth in detail in Docket Nos. 1431, 1420, 1341, and 1069.

RELM INSURANCE, LTD.	Relm Insurance, Ltd. Phase 1 Washington Mall, Suite 202 20 Church St. Hamilton HM 11 ,Bermuda	All Claims and Causes of Action (in law or equity) against Relm Insurance, Ltd. including but not limited to those arising from or related to BlockFi's prepetition dealings with Relm Insurance, Ltd.
ACE AMERICAN INSURANCE CO.	ACE American Insurance Co. 15 Mountain View Rd. Warren, NJ 07059	All Claims and Causes of Action (in law or equity) against ACE American Insurance Co. including but not limited to those arising from or related to BlockFi's prepetition dealings with ACE American Insurance Co.
GRANT THORNTON LLP	Grant Thornton LLP 757 3rd Ave., 9th Floor New York, NY 10017	All Claims and Causes of Action (in law or equity) against Grant Thornton LLP including but not limited to those arising from or related to BlockFi's prepetition dealings with Grant Thornton LLP.

**EXHIBIT B-1**

**Redline of Schedule of Retained Causes of Action**

**EXHIBIT G**

**Employee Transition Plan**

Certain documents, or portions thereof, contained and/or referred to in this **Exhibit G** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained or referred to herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

BlockFi, the Plan Administrator, and the Oversight Committee are working collaboratively to build an employee plan best equipped to efficiently and effectively fulfill the needs of the wind down estate in the best interest of BlockFi creditors.

### **Workstreams**

The plan contemplates several major workstreams, including, among others:

**Distributions**, including ensuring product configuration, platform readiness for distributions, financial operations and execution, reconciliations, client communications, fraud prevention and account takeover monitoring, security oversight, compliance and legal matters including KYC and regulatory compliance.

**Rebalancing & Monetizing Assets**, including trading and converting assets in line with plan execution, continued oversight of JV and remaining mining assets, and staked ETH.

**Platform Maintenance and subsequent wind down**, including ensuring ongoing platform reliability and observability, third party API management, and general infrastructure and capability maintenance, as well as eventual secure sunseting of platform including export of data as needed to facilitate subsequent distributions and protection of client PII.

**Claims reconciliation**, reconciling individual claims filed versus Company books and records, and object or accept remaining claims; estimated ~20,000 post emergence.

**Financial imperatives**, including ongoing reporting and data reconciliation, treasury management, tax management, accounting, payment processing, and loan portfolio management.

**General Operations**, including payroll and benefits administration, employee offboarding, security and IT, long tail litigation particularly as it relates to FTX, Alameda, and 3AC claims, entity winddowns, client communications, and ongoing legal and regulatory matters.

### **Headcount Reductions**

The employee plan includes continued reductions in workforce in line with the plan workstreams outlined above in a phased approach targeted to completion of major workstreams such as initial distributions and ultimately platform wind down.

The current plan contemplates a staffing plan functionally aligned against the key workstreams above with diversity across the existing employee base. Today, BlockFi's headcount is 91 FTEs, down from 374 pre-filing. The current plan anticipates a team of approximately 50 – 60 individuals required for the initial phases of the wind down, tapering at some point in calendar year 2024 to a smaller team of approximately 10 individuals responsible for managing the final stages of the plan and wind down along with the Oversight Committee and Plan Administrator.

### **Retention Program**

A retention plan will be developed collaboratively between the Oversight Committee, Plan Administrator, and company management to ensure key team members are appropriately incentivized to remain onboard for the efficient completion of critical workstreams related to the successful execution of the wind down plan.